



# MONARCH

RACING SYNDICATIONS

**UNNAMED 2022 BAY OR BROWN COLT  
BY NORTH PACIFIC X MISS STRATOPHONIC**

***MONARCH BLOODSTOCK PTY LTD  
TRADING AS  
MONARCH RACING SYNDICATIONS***

## **Product Disclosure Statement**

**This Product Disclosure Statement has been approved by Racing NSW**

### **Offeror**

**Monarch Bloodstock Pty Ltd ACN 665 353 248 (Authorised Representative No (001303707))**  
Address: 10 Bundanoon Road, Wilton NSW 2571  
Telephone: 0430 170 333 Email: [jason@monarchrs.com.au](mailto:jason@monarchrs.com.au)

Being an Authorised Representative of the  
**Promoter**

**Stable Connect Ltd (AFS Licence No. 336964)**  
Address: Level 10, 60 City Road, Southbank VIC 3006  
Telephone: 03 9629 3023; Email: [info@stableconnect.com.au](mailto:info@stableconnect.com.au)  
Web: [www.stableconnect.com.au](http://www.stableconnect.com.au)



**UNNAMED 2022 BAY OR BROWN COLT  
BY NORTH PACIFIC X MISS STRATOPHONIC**



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## PRODUCT DISCLOSURE STATEMENT

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This Product Disclosure Statement (“PDS”) is dated *22n January 2024*. This PDS has been lodged with and approved by Racing NSW. No liability as to the contents of this Product Disclosure Statement is accepted by Racing NSW, its officers, employees or agents. In particular (but without prejudice to the generality of this disclaimer) Racing NSW does not warrant, and has no responsibility for the commercial merits or prospects of the scheme referred to in this Product Disclosure Statement, the manner in which the syndicate may operate, or the taxation advantages (if any) to which the scheme may give rise. Potential investors’ financial circumstances may vary, and accordingly, Racing NSW recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the scheme.”

### **1. DISCLOSURE AND COMPLIANCE WITH ASIC CORPORATIONS (HORSE SCHEMES) INSTRUMENT 2023/790**

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This PDS has been compiled by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of shares in Horse Racing Syndicates to be operated in accordance with the requirements of ASIC Corporations (Horse Scheme) Instrument 2023/790 (**ASIC Instrument**).

Investors should be aware that the Syndicate will be registered with Racing Australia (RA) within a reasonable period of (and no later than 45 days after) it being fully subscribed and that the Syndicate will be operated by the Offeror as Syndicate Manager for the benefit of the Owners in accordance with the requirements of the ASIC Instrument and the provisions of the Syndicate Deed.

In compliance with the ASIC Instrument the total value of the offer does not exceed \$500,000 or exceed 50 participants.

### **2. STATEMENT TO PROSPECTIVE INVESTORS AS TO THE COMMERCIAL MERITS OF THE OFFER AND RECOMMENDATION REGARDING THE SEEKING OF ADVICE**

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The commercial merits of investing in Shares offered in this PDS should be regarded as being of a speculative nature. The investment is not recommended for Investors who are unable to risk the initial outlays and ongoing commitments. Prior to entering into this investment, prospective investors should read this PDS in its entirety and are advised to consult their independent licensed financial or investment adviser, legal, taxation and other professional consultants (including bloodstock consultants) in assessing the potential merits of the investment. The only information authorised by the Promoter to be provided to prospective investors is that contained in this PDS and no person is authorised to give any information or to make any representations in connection with the Offer other than the information and representations which are contained in this PDS.

### **3. PURPOSE OF SYNDICATE**

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It is contemplated that the Syndicate of participants (owners) will obtain the benefit of racing the COLT in Australia.

### **4. ISSUE**

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Monarch Bloodstock Pty Ltd (“the Offeror”) offers shares in the UNNAMED 2022 BAY OR BROWN COLT foaled 29 AUGUST 2022 by NORTH PACIFIC from MISS STRATOPHONIC (“the COLT”) to interested investors and is the subject of this PDS.

The COLT was offered by Robyn Wise (as agent for Elegant Thoroughbreds) at the 2024 Gold Coast Magic Millions Yearling Sale on the 13 January 2024. The COLT was purchased by Monarch Bloodstock Pty Ltd & David Pfeiffer for the purchase price of \$187,000 (including GST). 50% will be retained and owned by trainer David Pfeiffer who will sign a copy of the Syndicate Deed, 25% will be retained by Monarch Bloodstock. 25% will be syndicated out by Monarch Bloodstock.

The COLT has been paid for in full by Monarch Racing Syndications and unencumbered title will pass to the participating investors upon the offer being fully subscribed. A copy of a letter from Magic Millions will be forwarded to Racing NSW confirming that unencumbered title to the COLT has devolved to the Syndicate or participants prior to registration.

The Colt is a Yearling and is unraced. This striking colt with smouldering good looks from the first crop of Group 3 winner North Pacific (by Brazen Beau) out of Miss Stratophonic (by Stratum), a mare with strong blueblood female lines littered with Australian Group-winning sprinter-milers.

His sire, North Pacific, is from the famed Invincible Spirit/I Am Invincible line and was blessed with two-year-old speed winning over 1100m at Randwick and running 3rd in the Group 2 Silver, taking Farnan and Global Quest to beat him.

In his three-year-old year, he won the Group 3 Up & Coming over 1300m, ran 2nd in the Group 1 Golden Rose (beaten by Ole Kirk but with Kings Legacy behind him) and Group 2 Hobartville Stakes, both over 1400m, as well as 3rd in the Group 2 Run To The Rose over 1200m. At his best, he was ranked as one of the top three-year-old colts for his season.

His dam, Miss Stratophonic hails from the famous family of Assertive Lass and Assertive Lad, both multiple Group 1-winning sprinter-milers, Group 1 winner Lindermann, Group 1 winner and sire Reset, Group 3 winners Mywayorthehighway and Aitch Two Oh, and a number of Listed Stakes winners, including Pudding who recently won the Listed John Letts Cup at Morphettville over 1800m. Miss Stratophonic has shown promise in the breeding barn producing four foals to race for three winners, including city winner Spectre.

This boy is the spitting image of his sire, with a compact build and strong hindquarters, and has the bonus of being an August foal, so born early in the breeding season. Looking at his family, we predict he will be a mid-to-late two-year-old type able to train on and improve into his three-year-old year over 1100m to 1600m, and perhaps a little further.

He will be trained by David Pfeffer at Warwick Farm, who has had multiple Group-winning success with horses such as Cradle Me, I Am Excited, Atmospherical, Graceful Anna, Denmagic and Gai's Choice.

This colt is eligible for the Magic Millions Race Series, which includes the \$3,000,000 Magic Millions 2yo Classic and \$3,000,000 Magic Millions 3yo Guineas. He is also eligible for the BOBS Bonus Scheme in NSW and the QTIS bonus scheme in Queensland.

With the prize money increases of \$6.5 million annually for Metropolitan and Provincial races in NSW, and an increase of \$7 million annually for Group and Listed races, there has never been a better time to be in racehorse ownership.

The ownership of the COLT is being syndicated into twenty five (25) equal Shares. There will be no more than 50 owners.

When either fully subscribed or the minimum subscription has been achieved written notice will be provided to Racing NSW confirming that unencumbered title has passed to the Syndicate prior to registration.

All 25 Shares are being offered for sale in this Offer. However, if there are 20 or less Shares (20%) remaining on the day immediately prior to the Closing Date, the Seller will retain the remaining Shares then available in order for the Syndicate to be fully subscribed.

The Offeror proposes to offer Shares to prospective investors at the price of **\$3,036** per 1% per share inclusive of GST. A 2.5% share equates to **\$7,590**, a 5% share equates to **\$15,180** and a 10% share equates to **\$30,360**.

This upfront cost of the share includes **all** associated agistment, breaking in and training costs to 14 May 2024. This costs does include Nomination Fees, Acceptance Fees and Interstate transport costs.

<b>MONARCH BLOODSTOCK PTY LTD</b>	
<b>UNNAMED/2022/BAY OR BROWN/COLT</b>	<b>Ex GST</b>
<b>NORTH PACIFIC X MISS STRATOPHONIC</b>	<b>50%</b>
Acquisition Price (25%)	\$42,500.00
Insurance to 31 January 2025 (25%)	\$2,097.73
Magic Millions Race Series Entrance Fees (25%)	\$1,500.00
Magic Millions Yearling Scoping Fees (25%)	\$50.00
General Floating Fees from QLD (Magic Millions Sale) to NSW (Fernhill Estate) (25%)	\$700.00
Yearling Break In Fees (Est. 4 wks.) (25%)	\$1,000.00
Pre-training, Training and Agistment Fees (Est. 16 wks) (25%)	\$2,500.00
Veterinary and Dental (25%)	\$364.77
Sales Inspection, Vet Inspection, Scoping and X-Ray Fees	\$2,175.00
Golden Slipper Nomination Fees (25%)	\$100.00
BOBS Nominations Fees (25%)	\$225.00
Syndication/Registration and Licence Fees	\$2,200.00
Bloodstock Agents Fee (5%) (Ollie Koolman) (25%)	\$2,337.50
Monarch Racing Syndications Commission	\$2,250.00
Administration Fee	\$4,000.00
Marketing Fee	\$5,000.00
<b>Sub-Total</b>	<b>\$69,000.00</b>
<b>GST (10%)</b>	<b>\$6,900.00</b>
<b>Total (incl GST)</b>	<b>\$75,900.00</b>

The Shareholder shall be liable for all expenses incurred in maintaining and caring for the COLT from 15 May 2024.

The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates shall not be receiving any administration fee from the Trainer.

In addition, the Offeror will charge a management fee of \$50 plus GST per month for each Owners first share purchase. For any additional shares purchased in the future by the same Owner, no additional management fee will be charged.

## **5. OWNERS' PRIVILEGES**

There will be no more than 50 owners. Each owner regardless of the shareholding they hold will be entitled the same service and provided an equal ownership experience.

Each owner will be provided with the following benefits and privileges:

### **5.1 Registered Owner Rights**

- (a) Admission and membership ticketing, subject to race day availability.

- (b) Mounting yard access to liaise directly with the Trainer and Jockey and witness the pre-race riding instructions and post-race debrief, subject to race day and trainer availability.
- (c) Access to the on course Owners' Lounge, subject to race day availability.
- (d) Owners' car parking at metropolitan and country meetings, subject to race day availability.
- (e) Complimentary racebook, subject to race day availability.

## 5.2 Race Day Ticketing & Hospitality

All owners will be named in the racebook in which the horse is competing, subject to availability and limits imposed by Racing NSW.

## 5.3 Owner Relations and Communications

It is Monarch Bloodstock Pty Ltd.'s objective to ensure that a premium owner relationship program is provided to all Monarch Bloodstock Pty Ltd.'s owners. This will include, but not limited to:

Regular communications from the trainer and Monarch Bloodstock Pty Ltd.'s executive in relation to all aspects of the horse's welfare and racing career. These communications will take the form of electronic voice messages, written reports, images and video action of the horses' activities. Monarch Bloodstock Pty Ltd will ensure all relevant updates are disclosed to the ownership group via the Prism portal.

- (a) Regular functions will be held at the Stables for owners, family and friends including Sunday brunches and Open Nights.
- (b) All owners will have the opportunity to have input into the name of the horse. Monarch Bloodstock Pty Ltd.'s proposes to invite suggestions from each owner followed by a voting process.

## 6. HOW TO INVEST

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All Applications for Shares must be made on the enclosed Application Form.

Shares shall be allotted upon payment. Legal and equitable title to the COLT shall pass to those applicants whose applications for Shares have been accepted and the offer is fully subscribed.

The Promoter reserves the right to close the offer or extend the Offer closing date (subject to a PDS extension being approved by the Lead Regulator) at any time after the Offer opening date without notice, a consequence of which will be that the allotment date of the Shares will vary with any change in the Offer closing date.

## 7. INVESTORS FUNDS

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All investors' funds are held in a separate bank account ('syndicate' account) on trust.

If the syndicate is not fully subscribed by *(6 months after approval date)* or if Racing NSW refuses to register the syndicate, all application moneys held in trust, together with interest, will be returned to applicants within 10 business days.

All expenses incurred by the Promoter will be paid in full when the trust account is closed and where some of the services to be provided to the horse have not yet been rendered then funds needed to pay for those services shall be held in a separate account until paid.



## 8. OFFEROR

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The Offeror is Monarch Bloodstock Pty Ltd of 10 Bundanoon Road, Wilton NSW 2571 being the Authorised Representative (001303707) of Stable Connect Limited of Level 10, 60 City Rd, Southbank VIC 3006 (the holder of Australian Financial Services Licence - AFSL 336964)

### **Monarch Bloodstock Pty Ltd t/as Monarch Racing Syndications**

Monarch Bloodstock Pty Ltd t/as Monarch Racing Syndications is a boutique racing and syndication operation that works with New South Wales leading trainers by hand selecting quality racehorses.

The Director of Monarch Racing Syndications is Jason David Micallef.

Monarch Racing was founded and created by Jason Micallef and Tahlia Micallef.

We focus on the experience our owners have on and off the track. We pride ourselves on the communication and content we provide to our owners and back it up with the honesty we pass on with our thoroughbreds. We have a big emphasis on the social side of horse ownership, we want all our partners to enjoy the excitement of being with us every step of the way throughout the career of their racehorse.

We are particular on our selection of horses and we focus on quality over quantity. We purchase in partnership with trainers we can trust to communicate with us, be honest with us and of course get the best out of the horses. We race our horses in New South Wales and to date have had plenty of success over the years. We encourage all walks of life to join us, we have first time owners involved with us through to industry recognised names and everything in between. We focus on affordable race horse ownership and believe everyone should enjoy the thrill of a win in their lifetime.

## 9. PROMOTER

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The Promoter is Stable Connect Limited which holds the ASIC approved Australian Financial Services Licence No. 336964 and is an approved promoter with Racing NSW the lead regulators for racehorse syndication in New South Wales.

The Directors of Stable Connect Ltd are:

- **ADAM TIMS B Comm.** Adam Tims is an Executive Director of Stable Financial specialist in the provision of accounting, tax and business solutions to the thoroughbred horse industry. He is also Company secretary and Treasurer of Thoroughbred Breeders Australia (TBA) and Aushorse Marketing.
- **TIM JOHNSON B Ec. LLB.** Tim Johnson is Company Secretary and Director of Stable Connect Limited. Tim has been involved in the Thoroughbred industry since a very young boy when he often walked the Moonee Valley track with his grandfather W. S (Bill) Cox. In his teenage years he keenly followed every horse his other grandfather Walter Johnson bred but in particular the champion 'Vain'. As past President of Thoroughbred Breeders Victoria (TBV) and Vice President of Thoroughbred Breeders Australia (TBA) Tim has a direct involvement in the administrative and policy development of all issues relating to the Breeding industry. Tim also operates the law practice known as Stable Legal.

## 10. SYNDICATE MANAGER

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Monarch Bloodstock Pty Ltd shall act as Syndicate Manager, as first appointee of the Owners in accordance with the provisions of the Syndicate Deed any rules regulations or guidelines made by the Lead regulator in relation to the Syndicate Manager or management of the COLT.

The COLT. will race in the Monarch Bloodstock Pty Ltd colours.



## **11. RACING MANAGER**

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The Racing Manager shall be appointed by the Syndicate Manager. The first appointee of the Syndicate Manager as Racing Manager is Jason David Micallef.

Jason David Micallef has agreed to act as Racing Manager of the Syndicate.

## **12. TRAINER**

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The trainer shall be appointed by the Racing Manager. The first appointee of the Racing Manager as trainer is David Pfeiffer, Warwick Farm NSW 2170 has agreed to train the COLT and a copy of his acceptance letter to train the COLT is attached.

## **13. VETERINARY REPORT**

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Dr Ruth Melbourne B.V.Sc., has provided a veterinary report as to the suitability of the COLT for purchase as a racehorse.

## **14. INSURANCE**

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The COLT is insured until 31 January 2025 at a sum insured of \$93,500 (for 100% of horse). At the conclusion of the cover the COLT will not be reinsured and after this date each Owner of a Share must make their own insurance arrangements.

## **15. REGISTRATION**

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The Offeror will register the syndicate with the Lead Regulator within 45 days after, i) applications for the minimum number of interests in the syndicate are received, or ii) the minimum amount for the syndicate has been raised, provided this step is not required (in the above time) if the time period elapsed since the PDS was approved by the Lead Regulator is under 6 months and shares remain. In such instance the Promoter will register the syndicate with the Lead Regulator within 45 days of the final share being sold in the scheme.

Any interest registered against the title to the COLT on the Personal Property Security Register (PPSR) has been released or will be released. The Promoter, will before or on registration of the syndicate with Racing NSW, confirm to Racing NSW that the PPSR registration has been released.

Within 45 days after applications for the minimum number of interests in the syndicate are received or the minimum amount for the syndicate has been raised will be registered with Racing NSW.

## **16. INTERESTS OF THE OFFEROR, PROMOTER, SYNDICATE MANAGER, RACING MANAGER, THEIR DIRECTORS AND EXPERTS**

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- 16.1 The Offeror OR the Promoter, Syndicate Manager, Racing Manager or any of their associates declares that it has never had before the date of this PDS any interest in relation to the promotion of the Syndicate or in the COLT other than the interests detailed in this PDS.
- 16.2 The Offeror OR the Promoter, Syndicate Manager, Racing Manager or any of their associates declares it has never held a financial or beneficial interest in or held any rights to the NORTH PACIFIC or the Broodmare of the Horse subject to this scheme nor are entitled to a free service to the horse's NORTH PACIFIC
- 16.3 The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates do not directly influence experts such as Trainers, Veterinarians or Valuers to provide advice that is biased, nor do these experts have any commercial reason to provide advice which is biased.

- 16.4 Dr Ruth Melbourne has no interest in relation to the promotion of the Syndicate or in the COLT except that he will receive a professional fee in connection with the provision of the Veterinary Report.
- 16.5 The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates believe the price accepted by the Vendor at the fall of the hammer at the Sale is a correct value for the COLT as is the correctness of the Veterinary Certificate provided by Dr. Ruth Melbourne.
- 16.6 The Offeror, Promoter, Syndicate Manager or Racing Manager or any of their associates have no knowledge of any fact or occurrence which may render the value of the COLT or the current Veterinary Certificate materially inaccurate.
- 16.7 There is nothing in the Syndicate Deed to prevent either themselves or any members, officers, directors of the Offeror, Promoter, Syndicate Manager, Racing Manager or any corporation related to any of them or their officers from purchasing, holding, dealing in or disposing of Shares in the Syndicate, or from otherwise contracting or acting as agent or entering into or being interested in any contract or transaction whatsoever with any other of them or with any Shareholders, provided that those persons shall act, in connection with such transactions, in a fiduciary relationship of utmost good faith to Shareholders.
- 16.8 In the instance where the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer retain a share in the horse, the share is a commercial investment and the appropriate fees are apportioned to the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer as they are to all shareholders.

## **17. SUMMARY OF RIGHTS AND LIABILITIES ATTACHING TO SHARES IN THE SYNDICATE AND OTHER RELEVANT INFORMATION**

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The full rights and liabilities attaching to Shares in the Syndicate are set out in the Syndicate Deed annexed to this PDS. Each prospective purchaser of a Share ("the Purchaser") should refer to that document for full information as he or she will be bound by its terms. Some essential points are as follows:-

- 17.1 Neither the Offeror nor any person or corporation named in the Syndicate Deed nor any one on their behalf makes any representation or warranty with regard to either:
- (a) The suitability of the COLT either for racing or, if relevant, subsequently for stud duties; or
  - (b) The reliability or adequacy of any insurance cover either arranged for the benefit of the Owners or referred to in either this PDS or the Syndicate Deed.

Each Purchaser of a Share must acknowledge entering into the Syndicate at his or her own risk and being aware that investment in the racing of thoroughbred horses is highly speculative.

- 17.2
- (a) The Owner of each Share shall be entitled to a pro-rata share of net prize money and bonuses earned by the COLT from racing, as provided in the Syndicate Deed.
  - (b) All trophies won by the COLT will be managed at the Discretion of the Racing Manager.
  - (c) The entitlements of the Owner are subject to the default provisions of the Syndicate Deed.
- 17.3
- (a) The Owner of each share shall be liable for a pro-rata share of costs associated with operating the Syndicate and racing the COLT, including, but not limited to, insurance, transport, veterinary, agistment, breaking-in, pre-training and racing expenses, as provided for in the Syndicate Deed.
  - (b) Investors should be aware that it is estimated the annual cost of operating the Syndicate (including training, racing, management and compliance) should not exceed an average of Four Hundred and Fifty dollars (\$450) per month, per 10% share however, this is an estimate only, as the actual cost will depend on many variable factors which are not possible either to forecast or foresee at this time.

- (c) The trainer has elected to invoice each Owner monthly for his or her pro rata share of all costs associated with training and racing the COLT. Each Owner will be required to pay his or her pro rata share of such costs directly to the trainer in accordance with the trainer's terms on the invoice. The monthly amount payable by each Owner to the trainer will vary from month to month.
- (d) Fernhill Agistment will invoice each Owner monthly for his or her pro rata share of all costs associated with agistment and pre training the COLT. Each Owner will be required to pay his or her pro rata share costs directly to the Fernhill Agistment in accordance with the terms on the invoice. The monthly amount payable by each Owner to Speller will Vary from Month to Month.
- (e) The ongoing management fee payable to the Syndicate Manager will be invoiced to each Owner by Monarch Bloodstock Pty Ltd.
- (f) Expenses in future years may increase on those stated in this PDS.

#### 17.4

- (a) In the event of either the sale of the COLT or any ownership interest in the COLT, or the sale of Shares by any of the Owners, a Commission of five percent (5%) will be applicable to be paid to Syndicate Manager.
- (b) In the event the COLT, has commercial interest for sale during or after its racing career the Syndicator is appointed as Exclusive Agent to sell the horse on behalf of the Owners, a Commission of five percent (5%) will be applicable should a successful sale take place and trainer, David Pfeiffer is also entitled to a five percent (5%) share as prizemoney compensation for the horse bring sold.
- (c) In the event the Syndicate Manager receives an offer from a party who is not an Owner to purchase part or all of the COLT then pursuant to the Syndicate Deed if a majority being 60% of Owners accept the offer then the minority 40% are compelled to sell pursuant to the offer made.

17.5 Prior to committing to invest an Owner may elect to have the horse tested for a prohibited substance under the Australian Rules of Racing, with the cost of testing to be borne by all the Owners (whether or not they have elected to have the horse tested).

17.6 A procedure for handling internal complaints is provided by the provisions of clause 9 of the Syndicate Deed, which includes the right of an Owner, in certain circumstances, to have the dispute referred to the Australian Financial Complaints Authority ("AFCA") or any other such authority that make take its place, for determination by conciliation or arbitration.

Investors should be aware that the Offeror, Promoter, Racing Manager and or Syndicate Manager may acquire Shares in the Syndicate and that they may acquire any number of shares.

## **18. MARKETABILITY OF SHARES**

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An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with an Information Memorandum prepared by the Syndicate Manager in accordance with the provisions of the Syndicate Deed.

In addition, there are restrictions contained in the Syndicate Deed on the transfer of Shares. There will be no ready market for the shares. Each owner should consider the subscription as a long term investment.

## **19. WARNING**

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Investment in bloodstock must be considered to be of a speculative nature.

## 20. RISK

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Fluctuations in the value and sale price of Shares should be anticipated. Factors which will influence both the value and sale price of Shares, without limitation, include:-

- 20.1 The COLT may not become a racehorse.
- 20.2 That not all racehorses earn prizemoney.
- 20.3 The COLT may die or her value be diminished as a consequence of accident, contraction of disease or natural cause.
- 20.4 Racecourse performances of the COLT and related bloodstock.
- 20.5 Insurance when secured may not cover all circumstances.
- 20.6 The level of demand for related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.
- 20.7 Any change in the current conditions affecting investment in the bloodstock industry, including level of prize money and taxation benefits available to bloodstock breeders.
- 20.8 Changing conditions within the Australian economy generally.
- 20.9 The price which buyers at public auction or by private treaty are willing to pay for the COLT if offered for sale may not reflect either the purchase price paid by the Offeror for the COLT or the sale price of the Shares offered by this PDS.

## 21. COOLING OFF PERIOD

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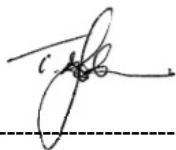
Each applicant for a share in this COLT has a five (5) day cooling off period within which the Applicant may choose to notify the Promoter in writing by post or email of their decision to not proceed with the purchase of the share and upon the receipt of that notification the Promoter shall return any funds paid within seven (7) business days and remove the applicant as a shareholder or cancel the application.

## 22. PROMOTER and OFFEROR DECLARATIONS

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I Timothy Andrew Johnson, a director and duly authorised officer of the Promoter, Stable Connect Limited (AFSL 336 964) declare that:

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a horse for the purpose of making an informed assessment about investment in the syndicate.



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Timothy Andrew Johnson  
Director and duly authorised officer

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I, Jason David Micallef a director and duly authorised officer of the Offeror, Monarch Bloodstock Pty Ltd being an Authorized Representative of Stable Connect Limited (AFSL 336 964) declare that:

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a COLT for the purpose of making an informed assessment about investment in the syndicate.

*Jason Micallef*

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Jason David Micallef  
Director and duly authorised officer  
**Monarch Bloodstock Pty Ltd (A.C.N 665 353 248)**  
**being Authorised Representative (No. 00133707) of Stable Connect Limited (AFSL 336 964)**

## BAY OR BROWN COLT

(Branded Foaled 29th August 2022)

(SIRE)	Brazen Beau.....	I Am Invincible .....	by Invincible Spirit (Ire) ..
<b>NORTH PACIFIC</b> .....		Sansadee.....	by Snaadee (USA) .....
	Up in Lights (NZ) .....	O'Reilly .....	by Last Tycoon (Ire) .....
(DAM)		Love the Lighthouse.....	by Octagonal.....
<b>MISS STRATOPHONIC</b>	Stratum.....	Redoute's Choice.....	by Danehill (USA).....
<b>2010</b>	Quadrophonic Sound.....	Bourgeois .....	by Luskin Star .....
		Ideal Planet .....	by Planet Kingdom.....
		Sommes Sound (USA)....	by Assert.....

**NORTH PACIFIC (AUS) (Brown 2017-Stud 2021). 2 wins-1 at 2-at 1100m, 1300m, A\$452,850, ATC Up & Coming H., Gr.3, Darley 2YO H., 2d ATC Golden Rose S., Gr.1, Hobartville S., Gr.2, 3d ATC Silver Slipper S., Gr.2, Run to the Rose S., Gr.2, 4th ATC Eskimo Prince S., Gr.3. Grandson of a half-sister to SW Metal Bender (AJC Randwick Guineas, Gr.1). Related to SW Keeper (SAJC Goodwood H., Gr.1), SW Amarelinha, etc. His oldest progeny are yearlings.**

### 1st Dam

MISS STRATOPHONIC, by *Stratum*. **Winner** at 1000m. Three-quarter-sister to **Self Esteem** (dam of **LINDERMANN**), half-sister to **SAKIMA**, More Assertive (dam of **MYWAYORTHEHIGHWAY**). This is her sixth foal. Dam of 4 foals to race, **3 winners**-  
Spectre (*g by Testa Rossa*) **4 wins** at 1400m, 1600m, A\$119,470, 2d ATC Pluck at Vinery H.  
Unconventionallady (*f by Love Conquers All*) **2 wins** at 1400m, 1600m in 2022-23, 3d BRC Sky Racing P.  
Stratobel (*f by Testa Rossa*) **2 wins** at 1000m, 1400m.  
Electric Daisy (*f by Testa Rossa*) Placed to 2022-23.

### 2nd Dam

QUADROPHONIC SOUND, by *Ideal Planet*. **2 wins** at 1100m, 1600m, AJC Dawn Fraser H., 2d STC May's Hill H. Half-sister to **ASSERTIVE LAD**, **ASSERTIVE LASS** (dam of **RESET**, **SO ASSERTIVE**, **STAGE PRESENCE** - **DYNAMIC BLITZ** (H.K.)), **Colony Sound**, **La Boisselle**, Assertiveness (dam of **NEW TIPPERARY**). Dam of 12 foals, 11 to race, **8 winners**, inc:-

**SAKIMA** (*g More Than Ready*) **5 wins** from 1400m to 2400m, 453,703Rgt., S\$45,543 in Malaysia, Perak Derby, **L**, 2d Singapore TC Benchmark 89 H. Sounds Ready. **7 wins** to 1400m, BRC Coca-Cola Amatil H., 2d VRC Bulban 2YO H., 3d QTC Prince Gauntlet H.

One Mansini. **2 wins** at 1200m, 1400m, BRC Carlton Mid H., 2d BRC Country Music Raceday H., 3d BRC Hamilton Hotel H., SCTC Skyharness H.

More Assertive. **Winner** at 1200m. Dam of 5 winners-

**MYWAYORTHEHIGHWAY** (*f Swiss Ace*) **4 wins** to 1300m, A\$134,000, GCTC Vo Rogue P., **Gr.3**, 3d BRC Quest Breakfast Creek 2YO H. Producer.

Very Dogmatic. **Winner** at 1150m. Dam of 2 winners-

**AITCH TWO OH** (*f Headwater*) **4 wins-3** at 2-to 1100m, A\$399,575, to 2022-23, VRC Red Roses S., **Gr.3**, SAJC Without Fear S., **L**, Adelaide Galvanising Industries 2YO P., Thomas Farms 2YO H., 2d SAJC WH Wylie H., **L**, Dequetteville S., **L**, 3d SAJC David Coles AM S., **Gr.3**.

Sounds Assertive. Raced once. Dam of 8 winners-

**Self Esteem** (*f Stratum*) **2 wins** at 1600m, 1800m, A\$155,090, ATC Peter Malone H., Cellarbrations H., 2d Gold Coast Bracelet, **L**, ATC APN Outdoor H., Tab.com.au 2YO P., 3d ATC McGrath Estate Agents H., 4th ATC Vinery Stud S., **Gr.1**, BRC The Roses S., **Gr.2**. Dam of 2 winners-

**LINDERMANN** (*g Lonhro*) **3 wins-1** at 2-from 1200m to 2000m, A\$768,050, to 2022-23, ATC Rosehill Guineas, **Gr.1**, Quayclean H., 2d ATC Randwick Guineas, **Gr.1**, VRC TAB Trophy, **L**, ATC Vinery Stallions H., Download the TAB App H., 4th ATC Chelmsford S.,

## Gr.2.

### 3rd Dam

SOMMES SOUND (USA), *by Assert.* **Winner** at 8½f in U.S.A. Half-sister to **FIRST APPROACH** (dam of **ALICE SPRINGS, TRIBAL CROWN**), **LAST APPROACH, SUMMER FLING** (dam of **SUMMER ENSIGN**). Dam of 12 named foals, 10 to race, **9 winners**, inc:-

**ASSERTIVE LAD** (*g Zeditave*) Champion 2YO in Australia in 1999-2000. Joint Champion 3YO Colt in Australia in 2000-01. Head of The 1999-2000 2YO & 2000-01 3YO (joint) Australasian Classifications. **8 wins**-5 at 2-from 1000m to 1600m, A\$3,358,275, AJC Doncaster H., **Gr.1**, Champagne S., **Gr.1**, Sires' Produce S., **Gr.1**, Royal Sovereign S., **Gr.2**, MRC Moonga S., **Gr.3**, GCTC Magic Millions 2YO Classic S., **RL**, AJC Empirelink 2YO Quality H., STC Bet with a Bookmaker 2YO H., 2d STC Canterbury S., **Gr.2**, Skyline S., **Gr.3**, 3d STC Golden Slipper S., **Gr.1**.

**ASSERTIVE LASS** (*f Zeditave*) Joint third top filly on The 1996-97 Australasian 3YO Classification. **7 wins**-3 at 2-from 1000m to 1600m, A\$749,800, AJC Flight S., **Gr.1**, STC Coolmore Classic, **Gr.1**, AJC Light Fingers S., **Gr.2**, STC Tea Rose S., **Gr.2**, AJC Rex White 2YO H., STC Jardine Insurance Brokers 2YO H., 2d AJC Australian Oaks, **Gr.1**, Surround S., **Gr.2**, NSW Tatt's RC Furious S., **Gr.3**, STC Invictus H., 3d STC Ansett Australia S., **Gr.1**. Dam of 6 winners-

**RESET** (*c Zabeel*) **5 wins** from 1400m to 1600m, A\$850,000, VRC Australian Guineas, **Gr.1**, MRC Futurity S., **Gr.1**, Brian Green H., Moonga H., Deakin H. Sire.

**STAGE PRESENCE - DYNAMIC BLITZ** (H.K.) (*g Elusive Quality*) **10 wins** to 1200m, A\$39,870, HK\$4,354,500, M\$288,000, 441,600Dhs in Aust., HK and U.A.E, Meydan Al Shindagha S., **Gr.3**, HKJC Hong Kong Racing Journalists H., Barker H., Association of Hong Kong Journalists H., MRC Ark Regal H., HKJC HKU JC Clinical Research H., 3d Macau Sand Premier Cup, **L**.

**SO ASSERTIVE** (*g Zabeel*) **5 wins** from 1100m to 2000m, A\$472,830, BTC Chairman's H., **Gr.3**, 2d AJC Warwick S., **Gr.2**, NSW Tatt's RC Chelmsford S., **Gr.2**, AJC Frank Packer P., **Gr.3**, Craven P., **Gr.3**, 3d STC Tulloch S., **Gr.2**, Ajax S., **Gr.3**.

**Assertive Choice** (*c Redoute's Choice*) **Winner** at 2, STC Tooheys 2YO H., 3d AJC Kindergarten S., **Gr.3**.

**La Boisselle** (*f Danehill*) **Winner** at 1200m, 2d SAJC Hill-Smith S., **L**, Carlton Draught H. Producer.

**Colony Sound** (*g Pleasant Colony*) **21 wins**-1 at 2-from 1m to 8½f, US\$200,336, 3d Hoosier Park Corydon Starter H., **L**.

Assertiveness. **Winner** at 1550m, STC Porters Liquor H., 2d AJC Metcash H., STC Tooheys New H., 3d STC Rutherford Jewellers H. Dam of 4 winners-

**NEW TIPPERARY** (*g High Chaparral*) **7 wins** from 1350m to 1900m, A\$474,725, Newcastle JC Cameron H., **Gr.3**, ATC November Topaz H., Blacktown Workers H., McGrath Estate Agents H., Pro-Ride H., 2d ATC Ajax S., **Gr.2**, 3d ATC Civic S., **L**.

Christmas Day. **Winner** at 1750m. Dam of 2 winners-

**PUDDING** (*g Tavistock*) **8 wins** from 1250m to 1800m, A\$283,205, to 2023-24, SAJC John Letts Cup, **L**, Drinkwise H., Resourceco H., Junction H.

Assertiveobsession. Unraced. Dam of 5 winners-

**Ohceedee** (*g Power*) **5 wins** from 1200m to 1600m, NZ\$110,621, Hawkes Bay Paul Bayes Livestock H., 2d Auckland TR Carlton Events H., ARC Jon Snow at Clearview Park H., 3d ARC Great Northern Foal S., **L**.





# MAGIC MILLIONS SALES PTY LIMITED

GOLD COAST | HEAD OFFICE

PO Box 5246, GCMC, QLD 9726 AUSTRALIA (28 Ascot Ct, Bundall QLD 4217)

ABN 54-078-396-317

**P** +61 7 5504 1200 **F** +61 7 5531 6888 **E** info@magicmillions.com.au

[www.magicmillions.com.au](http://www.magicmillions.com.au)

Mr Jason Micallef  
Monarch Bloodstock  
10 Bundanoon Road  
WILTON NSW 2571

## 2024 GOLD COAST YEARLING SALE SATURDAY, 13 JANUARY 2024

### TAX INVOICE

Date: 16-Jan-2024

Account: MONAR2

Invoice number: 319939

Terms: 30 Days

Lot	Description	Sire/Dam	Sale Price	GST	Total
960	B. or Br. Colt (50.00% your share)	North Pacific (AUS)/Miss Stratophonic (AUS)			
	Purchase of Lot 960 at 2024 Gold Coast Yearling Sale		85,000.00	8,500.00	93,500.00
	Scoping for Lot 960 at 2024 Gold Coast Yearling Sale		100.00	10.00	110.00
	Nomination to Full Race Series for lot 960 at 2024 Gold Coast Yearling Sale		3,000.00	300.00	3,300.00
SUBTOTAL			\$88,100.00	\$8,810.00	\$96,910.00
TOTAL AMOUNT DUE					\$96,910.00



### PAYMENT OPTIONS

By EFT directly into our ANZ account:  
Magic Millions Sales Pty Ltd  
BSB: 014704  
Account: 353807627  
Swift Code: ANZ BAU 3M  
Please quote **MONAR2** and **319939**  
Please email remittance to  
accounts@magicmillions.com.au

**Pay Online & Earn Points\***  
· Earn Credit Card & Qantas Points · Boost Cash Flow

[pay.b2bpay.com.au/magicm](http://pay.b2bpay.com.au/magicm)

\* Subject to B2Bpay and Qantas Business Rewards terms - visit b2bpay.com.au



Account	MONAR2
Reference	319939
Amount Due	\$96,910.00



Magic Millions Insurance Brokers Pty Limited  
 ABN 12 107 459 290 AFSL No. 305391  
 Level 10, 1 Elizabeth Plaza, North Sydney NSW 2060  
 P.O. Box 1329 North Sydney NSW 2059  
 Tel (02) 8913 1650 Fax (02) 8569 2065  
 Website: www.magicmillionsinsurance.com

**Monarch Bloodstock**  
**Jason Micallef**  
**10 Bundanoon Rd**  
**Wilton NSW 2571**

**New Cover**  
**TAX INVOICE** **I1099641**

**Our Reference :** MMI NSY M0401 0345720/000

**Premium** 4,041.32

**Date :** 16.01.2024

**Class :** Bloodstock Mortality Schedule

**Broker Fee** 154.14

**Placed with :** Lonmar Global Risks

Premium GST 404.13  
 Fee GST 15.41

**Policy No. :** LON00001577/2023

**GST Total** 419.54

**Period :** 13.01.2024 to 31.01.2025

**Total Amount A\$** 4,615.00

**IMPORTANT NOTES**

*INSURED NAME: Monarch Bloodstock*

*NEW POLICY FOR: Lot 960 - 2022 North Pacific x Miss Stratophonic Colt*

*SUM INSURED: \$93,500 (Being 50% of Purchase + GST)*

*PERIOD: 13.01.24 TO 31.01.25 (384 Days)*

**Your Account Manager is Wendy Cubitt**

**Email : wendy@hqinsurance.com.au**

**TERMS - NET 14 DAYS - Please forward your remittance to ensure cover. Please refer to your DUTY OF DISCLOSURE obligations and other important notices overleaf. Claims must be notified immediately as late notification may cause denial of liability in some instances. Unless we tell you otherwise in writing, we receive commission in addition to any broker fee mentioned above. Please ask us for any further information.**

**METHODS OF PAYMENT:**

Name of Bank : Australia & New Zealand Banking Group  
 Bank Address : 115 Pitt Street  
 Sydney NSW 2000 Australia  
 BSB : 012-003 Account Number : 8383 79632  
 Swift Code : ANZBAU3M (Overseas Currencies)  
 Reference Number : MMI NSY M0401

**Total Due A\$ 4,615.00**



**BPAY & Credit Card AUD Transactions only**



Billers Code : 237644  
 Reference : 010996410019

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment with your cheque, savings, debit or transaction account. More info: www.bpay.com.au  
 ® Registered to BPAY Pty Ltd ABN 69 079 137 518



Visit our website to pay using your Visa, Mastercard or Amex  
 www.magicmillionsinsurance.com  
 Client Ref: MMI NSY M0401 Invoice Ref: I1099641

**Pay Monthly**

**9 Monthly Instalments of \$ 558.42**  
*Please note initial instalment will include an application fee of \$ 60.00*

**Total Amount Payable \$ 5,085.74**  
*Includes application fee & credit charges*

To proceed with your funding and to complete your application, please visit: <https://hpf.online/5i6j145n3x>

Application Number: 21203997

*Refer overleaf for important information about Hunter and AUB Group*

Please note: A Merchant Service Fee inclusive of GST will be charged at 1.10% for Credit Card (Visa/Mastercard), 2% Amex and \$0.20 Debit Card.



Post cheque payments together with this payment slip to:  
 P.O Box 1329 NORTH SYDNEY NSW 2059  
 made payable to Magic Millions Insurance Brokers



## SOME IMPORTANT THINGS YOU NEED TO KNOW

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask us.

### **Make sure you comply with your Duty of Disclosure**

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing.

The duty requires you to tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms. You have this duty until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy. The type of duty that applies can vary according to the type of policy.

### **If you are responding for other insureds**

If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure obligations.

### **Avoid making misrepresentations or not telling the insurer something**

If you (or anyone who is an insured, or a proposed insured, under the policy) make a misrepresentation, or if you do not tell the insurer something that you are required to tell them, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

If we act on behalf of the insurer, you need to refer to the policy which will set out the duty that applies. We will advise you when/if we act on behalf of the insurer.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that:

- you know; or
- a reasonable person in the circumstances could be expected to know, may be relevant to the insurer's decision whether to insure you and, if so, on what terms.

If in doubt it is better to tell us. We will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

When you first apply for your policy, the insurer may ask you specific questions relevant to their decision whether to insure you.

Before an insurer agrees to renew your policy, you may again be asked specific questions by the insurer relevant to their decision whether to renew your policy.

When you answer any questions asked by the insurer, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you

and which a reasonable person in the circumstances would include in answering the questions. Examples of matters that should be disclosed are:

- any claims you have made in recent years for the particular type of insurance;
- cancellation, avoidance of, or a refusal to renew your insurance by an insurer;
- any unusual feature of the insured risk that may increase the likelihood of a claim.
- circumstances which may give rise to a claim.

An insurer who is deciding whether they are prepared to renew your policy, may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If an insurer does this, you must tell them about any change or advise that there is no change. If you do not respond then this will be taken to mean there has been no changes.

### **Delay between final entry into the policy and original disclosure of information**

You need to tell us if you have disclosure of information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

### **Misstatement of Premium**

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

### **Change of Risk or Circumstances**

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide whether to cover the new risk. Examples are:

- For insurance covering property location changes, new business activities or any significant departure from your normal business operations.
- For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

### **Interest of Other Parties**

Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the insurer to note that party's interest on the policy.

### **Cancellation of your Policy**

If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a cancellation fee charged to offset the Insurers deduction of commission. Please ask us for any additional information you require about our remuneration or cancellation policy.

### **The Australian Financial Complaints Authority**

If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 30 days, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA):  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

### **Important Notice about your Austbrokers Broker and Hunter Premium Funding Agreement**

#### **Austbrokers role and remuneration**

Your Austbrokers Broker and AUB Group Limited ('AUB') (ABN 60 000 000 715) have a preferred supplier arrangement with Hunter Premium Funding Pty Ltd ('Hunter') for the arrangement of premium funding. They do not act for Hunter and do not advise on whether Hunter's products or services are right for you or are most appropriate. You need to make your own decision based on the information provided.

If you use Hunter, your Austbrokers Broker receives:

- (a) a payment based on the interest earned on the premium funding by Hunter each month;
- (b) a commission which is a percentage of the amount of funding provided to you;
- (c) a payment based on a percentage of all outstanding loans less any cancelled or terminated loans; and
- (d) a payment based on a percentage on certain general insurance business placed by the Austbrokers Network with certain divisions of Allianz Insurance Ltd.

AUB receives certain upfront payments from Hunter for entering into (or renewing) a preferred supplier arrangement with Hunter. Your Austbrokers Broker is owned [partly/wholly] by AUB and benefits from any profit made by this entity due to this arrangement.

If your loan is cancelled, your Austbrokers Broker and AUB keep any payments received pursuant to the above arrangement with Hunter. If you need more information or explanation of the above, please ask us.

### **Cancellation of your Policy(ies) on request of Hunter**

Your Loan Agreement with Hunter allows your Austbrokers Broker, on receipt of a notice from Hunter requesting cancellation of any policy specified in the Loan Agreement with Hunter, to cancel the policy and provide the relevant refund to Hunter. Your Austbrokers Broker will notify you of any such cancellation.

## COVERAGE SUMMARY

Monarch Bloodstock  
Bloodstock Mortality Schedule

### IMPORTANT NOTICE

We provide our financial services under the terms and conditions noted in our Financial Services Guide and Privacy Collection Notice issued to you. If you do not have one of these documents, please call us on the number shown above or visit our website. You must read these documents before proceeding and by proceeding you represent and warrant you have received and read it. We are committed to protecting your privacy in accordance with the Privacy Act and the Australian Privacy Principles. Full details about our privacy practices can be found in our Privacy Policy available at our website or by contacting us for a copy. The following is a summary cover only. For full terms and conditions including definitions, conditions, other limits and exclusions, please refer to your Policy Document or Product Disclosure Statement. We would like to remind you, that if this policy is cancellable and you cancel before the expiry date, we will refund the unused premium less our fee and commission. The Insurer or Agency may also impose a fee on Cancellation. **Any errors identified in the summary below must be reported to your Account Manager for amendment.**

### BLOODSTOCK INSURANCE SCHEDULE

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WE ACT FOR THE INSURER NOT YOU

We arrange for the issue, variation or disposal of the insurance and the handling and settlement of any claims as Agent of the Insurer, not you. This means that we act in the Insurer's interests not yours.

We have a "Binding Authority" from the Insurer. This means we can enter into the insurance and/or handle or settle claims on their behalf without reference to them, provided it is within the Binding Authority they have given us.

ASSURED: Monarch Bloodstock  
and others for their respective rights and interests.

TYPE OF COVER: All Risks of Mortality

1 Description: **UNNAMED (North Pacific x Miss Stratophonic)**  
DOB: **2022** Sex: **Colt** Use: **Rearing/Training**  
Sum Insured: \$ **93,500** Interest: **50** % State: **NSW** Country: **AU**

TOTAL LIMIT OF  
UNDERWRITERS  
LIABILITY: \$ 93,500

SITUATION: Whilst anywhere in Australia/New Zealand including transit  
within and between said countries.

STANDARD CLAUSES INCLUDED IN YOUR POLICY:

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Full Mortality as per Lloyd's Australian Wording  
Agreed Value Clause  
Part-Ownership Clause  
Terrorism Exclusion Endorsement NMA2920  
Wobbler Syndrome Clause NMA2878  
Avian Influenza Exclusion  
Berserk Extension Clause  
Institute Radioactive Contamination, Chemical, Biological, Bio-chemical  
and Electromagnetic Weapons Exclusion Clause CL370

## COVERAGE SUMMARY

Monarch Bloodstock  
Bloodstock Mortality Schedule

Cyber Exclusion Endorsement LMA5407  
Surgical Operations Clause LMA5107  
Sanction Limitation and Exclusion Clause LMA 3100  
Hendra Virus Endorsement LMA5214  
Coronavirus Absolute Exclusion  
Covid-19/SARS Exclusion

EXTENSIONS AVAILABLE As either charged for or as agreed by Underwriters

Renewal Extension up to age 14	INCLUDED
Life Saving Surgery up to \$10,000	<b>NOT INCLUDED</b>
Life Saving Surgery up to \$15,000	<b>INCLUDED</b>

NOTE: LIFE SAVING SURGERY LIMIT IS BASED ON 100% INTEREST AND ADJUSTED FOR YOUR SHARE IN THE EVENT OF A CLAIM OCCURRING.

Please note Premium for the LIFE SAVING SURGERY extension is earned in full. If your policy is cancelled, no return premium for this extension is applicable.

FPIL (Full Premium Payable in The Event Of A Claim)

In the event of loss, the Assured agrees to pay the difference between the premiums paid hereon and the premium calculated at the full annual rate on the amount of this policy. (Example, all premiums paid on a pro rata basis for a period less than 12 months will be subject to FPIL)

### DEATH/INJURY/ILLNESS NOTIFICATION

In the event of Death, Injury or Illness of your horse, it is a policy requirement that immediate notification is advised to the offices of HQ Insurance and if outside business hours, as per the following contacts:-

Dean Morley                      Mobile 0428 197 023

Dr. Andrew Dart                Mobile 0412 460 041  
(For emergency Veterinary Consultation) University of Sydney

### COMPLAINT AND/OR DISPUTE RESOLUTION

If you have any complaints about the service provided to you, please contact the Complaints Manager:

Mail:                                Magic Millions Insurance Brokers Pty Ltd  
    PO Box 1329  
    North Sydney NSW 2059  
Phone:                                (02) 8913 1650  
Email:                                sara@magicmillions.com.au

We will acknowledge your complaint within one business day and do our best to resolve the complaint to your satisfaction within 10 business days. If

**COVERAGE SUMMARY**

Monarch Bloodstock  
 Bloodstock Mortality Schedule

we cannot resolve your complaint to your satisfaction, we will escalate the matter to Lloyd's Australia who will review the complaint. You will be provided updates at least every 10 business days. Lloyd's contact details are:

Mail: Lloyd's Australia Limited  
 Level 16, 1 Macquarie Place  
 Sydney NSW 2000  
 Phone: (02) 8298 0873  
 Email: idraustralia@lloyds.com

If your complaint remains unresolved after 30 calendar days, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA) under the terms of the General Insurance Code of Practice. This is a free service. AFCA's contact details are:

Mail: Australian Financial Complaints Authority  
 GPO Box 3  
 Melbourne VIC 3001  
 Phone: 1800 931 678  
 Email: info@afca.org.au

The cost of this insurance is based on the animal's age, use and value, as well as certificates from qualified veterinary surgeons.

In paying this premium, you agree to being bound by the terms and conditions of this insurance including acknowledgement of any Unauthorised Foreign Insurer Notice if applicable.

PLACED WITH	POLICY NUMBER	PROPORTION
Lonmar Global Risks	LON00001577/2023	100.0000%

Corn Exchange 55 Mark Lane  
 LONDON EC3R 7NE

\* SUPPORTING INSURERS

- Lloyds of London (Syndicated)	60.0000%
Lime Street	
London	
- Convex Insurance UK	40.0000%
52-54 Lime Street	
LONDON EC3M 7AG	

# PINNACLE EQUINE SERVICES PTY LTD

A.C.N.660704569

A.B.N.711660704567

## VETERINARY SURGEON

DR. RUTH MELBOURNE B.V.Sc  
DR VICTORIA LEEMAN VetMB, MA (Cantab)  
DR CHLOE O'SULLIVAN BVSc MRCVS



## CONSULTING SPECIALISTS

DR. NICHOLAS KANNEGIETER B.V.Sc., Dip. Vet. Clin. Stud. Ph.D., FACVSc, FAVA,  
DR. HADLEY WILLSALLEN B.V.Sc., M.A.C.V.Sc (Surgery of Horses) D.A.C.V.S.-L.A. Specialist in Equine Surgery

| P: 0422632666 | E: [contact@pinnacleequineservices.com](mailto:contact@pinnacleequineservices.com) | W: <https://www.pinnacleequineservices.com> |  
Onsite: 9A Manning Street Warwick Farm NSW 2170

## VETERINARY CERTIFICATE

**Name:** North Pacific x Miss Stratophonic 22  
**Sale:** Lot 960, Magic Millions Gold Coast Yearling Sale 2024  
**Date:** 13<sup>th</sup> January 2024  
**Syndicator:** Monarch Bloodstock  
**Microchip:** 985100012222412  
**Brands**      **LS:** B Heart Over Bar Dot                      **RS:** 3 over 2  
**Signalment:** 1-year-old Bay or Brown Thoroughbred Colt

The above horse was presented for examination at Magic Millions Sales Complex, QLD at the request of Monarch Bloodstock. The purpose of this examination was to provide a veterinary certificate assessing suitability to syndicate, for inclusion in the product disclosure statement (PDS) for syndication by Monarch Bloodstock.

Clinical examination of this horse was undertaken, which was within normal limits. This colt was sound at the walk and at the hand trot. No significant abnormalities were detected during this examination. No signs of previous abdominal surgery, lameness, ataxia, infection, or disease were apparent at the time of this examination.

Based on the scope of this examination, Miss Stratophonic 22 is suitable for the purpose of purchase and public syndication for racing, as well as mortality insurance.

I confirm that I do not have any financial interest in the sale of this horse, apart from the fee of the veterinary examination. I do not have any current or future financial interest in the proposed syndicate or Monarch Bloodstock. This letter may be relied upon by prospective investors of this horse.

Kind Regards

Dr Ruth Melbourne BVSc

*This certificate has been prepared for inclusion in the disclosure statement issued by the Syndicate, and at the time of examination can be relied on as a true document. The issuing veterinarian has no financial interest or involvement in the syndicate or monies raised by the syndicate. This examination was performed using the EVA guidelines.*



**David Pfeiffer**

Racehorse Trainer



**PFIEFFER RACING**

---

16 January, 2024

I, David Pfeiffer of David Pfeiffer Racing Pty Ltd, hereby agree to train the following horse: 2022 North Pacific x Miss Stratophonic Colt.

This Colt will be trained by me from my stables at Warwick Farm, in accordance with my standard terms of trade at a base rate of \$137.50 per day inc GST.

I will be retaining a 50% interest in this horse.

I also give permission for Monarch Racing Syndications to list myself as Trainer in any advertisement in relation to this Colt.

I offer this letter for inclusion in the Product Disclosure Statement promoted by Monarch Racing Syndications.

I have also attached a copy of my Fees Notice.

**A:** PO Box 734, Moorebank, NSW 1875

**P:** +61 416 757 299

**E:** david@davidpfeifferracing.com.au

**W:** www.davidpfeifferracing.com.au

David Pfeiffer

Racehorse Trainer



PFIEFFER RACING

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Yours faithfully,

A handwritten signature in blue ink, appearing to read 'D. Pfeiffer', written in a cursive style.

David Pfeiffer

A: PO Box 734, Moorebank, NSW 1875  
P: +61 416 757 299  
E: [david@davidpfefferracing.com.au](mailto:david@davidpfefferracing.com.au)  
W: [www.davidpfefferracing.com.au](http://www.davidpfefferracing.com.au)

# **MONARCH BLOODSTOCK PTY LTD T/AS MONARCH RACING SYNDICATIONS**

**UNNAMED 2022 BAY or BROWN COLT  
BY NORTH PACIFIC eX MISS STRATOPHONIC**

**MONARCH BLOODSTOCK PTY LTD T/AS MONARCH RACING SYNDICATIONS**

## **Syndicate Deed**

### **Promoters**

**Monarch Bloodstock Pty Ltd (Authorised Representative No 001303707)**

Address: 10 Bundanoon Road, Wilton NSW 2571

Telephone: 0430 170 333 Email: [jason@monarchrs.com.au](mailto:jason@monarchrs.com.au)

Being an Authorised Representative of the

### **Promoter**

**Stable Connect Limited (AFS Licence No. 336964)**

Address: Level 10, IBM building, 60 City Rd, Southbank VIC 3006

Telephone: 03 9629 3023; Email: [info@stableconnect.com.au](mailto:info@stableconnect.com.au)

Web: [www.stableconnect.com.au](http://www.stableconnect.com.au)



**UNNAMED 2022 BAY or BROWN COLT  
BY NORTH PACIFIC eX MISS STRATOPHONIC**

**MONARCH BLOODSTOCK PTY LTD  
Authorised Representative of  
STABLE CONNECT LIMITED**

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**Schedules**

- 1 - Deed by which Subscriber bound by Syndicate Deed

**UNNAMED 2022 BAY or BROWN COLT  
BY NORTH PACIFIC eX MISS STRATOPHONIC**

**SYNDICATE DEED**

THIS DEED is made on 22nd January 2024.

**BETWEEN:** Each person who from time to time is bound by this Deed as an Owner by executing a deed in the form of Schedule 1 ("Owners").

**AND:** MONARCH BLOODSTOCK PTY LTD (ACN 665 353 248) t/as MONARCH RACING SYNDICATIONS of 10 Bundanoon Road, Wilton NSW 2571 ("Syndicate Manager")

**AND:** Jason David Micallef of c/- Monarch Bloodstock Pty Ltd ("Racing Manager")

**RECITALS:**

- A. The Owners have agreed to the terms and conditions of this Deed to enable the Owners to obtain the benefit of the COLT from racing.
- B. The Owners acknowledge owning and racing a thoroughbred race horse is speculative and fraught with risk.
- C. The Syndicate Manager has agreed to manage the Syndicate on behalf of the Owners in accordance with the terms and conditions of this Deed and Instrument 2016/790.
- D. The Racing Manager has agreed to manage the racing career of the COLT.

**OPERATIVE PROVISIONS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following words have these meanings in this agreement unless the contrary intention appears:

"ASIC" means the Australian Securities & Investments Commission.

"Authorised Representative" means a natural person nominated by the Corporate Authorised Representative and who has been approved by Stable Connect Limited to provide specified services in respect of approved products

Instrument 2023/790 means ASIC Corporations (Horse Schemes) Instrument 2023/790 which commenced 1 January 2023.

"COLT" means the Unnamed] 2022 Thoroughbred BAY or BROWN COLT by NORTH PACIFIC from MISS STRATOPHONIC and shall have the same meaning if the horse is gelded.

"Extraordinary Resolution" means a resolution that has been passed by at least 60% of the total votes that may be cast by Owners entitled to vote on the resolution.

"AFCA" means the Australian Financial Complaints authority (ABN 38 620 494 340) or any other such authority that may take its place.

"Lead Regulator" means the body, Racing NSW, with whom Stable Connect Limited is registered as an approved promoter.

"RNSW" means Racing NSW of Level 7, 51 Druiitt Street, Sydney NSW 2000 which is the controlling body of thoroughbred horse racing in NSW.

"Resolution" means a resolution passed by a majority vote of those Owners entitled to vote.

"Share" means an undivided one hundredth (1/100<sup>th</sup>) share in the Syndicate Property.

"Subscriber" means each purchaser of a Share at the commencement of the Syndicate. This definition may, where the context permits, also include the original Owner, Syndicate Manager and Racing Manager.

"Stable Connect" means Stable Connect Limited which holds the Australian Financial Services Licence – ASFL 336964

"Syndicate" means the business undertaking evidenced by this Deed whereby the COLT will be prepared for racing and raced for the benefit of the Owners.

"Syndicate Property" means any income or proceeds received by the Syndicate including:

- (a) Prize money and bonuses received from racing the COLT.
- (b) Proceeds of sale of the COLT.

1.2 In this agreement unless the contrary intention appears:

- (a) The singular includes the plural and the plural includes the singular.
- (b) A reference to any one COLT includes a reference to each other COLT.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body.
- (d) A reference to writing includes a reference to printing, typing and other methods of producing words in a visible form.
- (e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings.
- (f) Headings are for ease of reference and do not affect the construction of this Deed.
- (g) If a party consists of more than one person this Deed binds them jointly and each of them severally.
- (h) This Deed binds in addition to the parties, their respective legal personal representatives and successors.
- (i) The annexed Schedules shall form part of this Deed.

## **2 OWNERS**

2.1 As and from the date of this Deed:

- (a) The Owners will own the whole of the legal and equitable title to the COLT;
- (b) The Syndicate Manager will hold the Syndicate Property upon trust for the Owners;
- (c) No party shall encumber the legal or equitable ownership of the COLT.

- 2.2 Each share will entitle the owner to a one hundredth (1/100<sup>th</sup>) share of net prize money and bonuses. In the event the COLT wins a trophy, it shall be held and maintained by the Manager for the benefit of all owners to see
- 2.3 The Owners shall pay the costs of maintaining, training and racing the COLT proportionately to the number of Shares held by each Owner to the total number of Shares and where an Owner is in arrears by more than 30 days for agistment or pre-training fees as invoiced by the Trainer, Fernhill or Syndicate Manager, then the Syndicate Manager shall be entitled to charge interest on the amount outstanding at the current RBA cash rate plus 4% payable monthly.
- 2.4 The Owners shall pay to the Syndicate Manager an annual Monarch Bloodstock Pty Ltd Owners Management Fee which is for communication and owner liaison provided by the Syndicate Manager, The applicable fee is a monthly direct debit fee of \$50 plus GST. There are no additional management fees if the same Owner is to purchase shares in another Thoroughbred managed by the Syndicate Manager.
- 2.5 The Syndicate Manager and the Racing Manager may beneficially hold any number of Shares, and shall have the same rights and powers in respect of each Share he owns as though he were not also acting in another capacity under this Deed.
- 2.6 There shall be no more than 50 Owners.
- 2.7 The Owners agree not to reproduce any Monarch Bloodstock Pty Ltd branding, Intellectual Property, merchandise or social media publication for financial gain.
- 2.8 Should any shareholder neglect or fail to pay ongoing costs associated with the upkeep of their share for a period in excess of sixty (60) days, further action may be taken and may result in the sale of the share. All outstanding accounts will be deducted from the sale proceeds and the balance paid to defaulting shareholder.

If you are in excess of sixty (60) days in arrears of Monarch Bloodstock Pty Ltd's managements fees your voting right (% of ownership) for horse movements and key changes will be reallocated to the managing owner until these arrears are settled.

An interest charge of 7.5% will be charged on any outstanding training or management fee's that exceed thirty (30) days.

### **3 SYNDICATE MANAGER**

- 3.1 The Owners hereby appoint the Syndicate Manager to manage and operate the Syndicate for the benefit of the Owners on the terms and conditions of this Deed in accordance with the requirements of Instrument 2023/790.
- 3.2 The Syndicate Manager must at all times during the life of the Syndicate:
- (a) Be an Authorised Representative of Stable Connect who hold an Australian Financial Services Licence (AFSL) covering the financial services to the Syndicate;
  - (b) diligently strive to carry on and conduct the Syndicate in a proper and efficient manner and to perform the functions and exercise the powers of the Syndicate Manager in the best interests of the Owners as a whole and to treat each Owner equally; and
  - (c) ensure that no Syndicate moneys are applied other than for the purpose of the Syndicate.
- 3.3 The Syndicate Manager may delegate all or any of his duties and responsibilities to the Racing Manager without in any way diminishing his duties to the Owners. Notwithstanding the appointment of the Racing Manager, the Syndicate Manager may overrule any decisions or actions of the Racing Manager. In the event of any inconsistency between the actions of the Syndicate Manager and the



actions and instructions of the Racing Manager, those of the Syndicate Manager shall prevail to the extent of the inconsistency.

- 3.4 The Syndicate Manager will pay the Racing Manager for services he provides to the Syndicate.
- 3.5 The Syndicate Manager will provide, or arrange for the provision of, accounting, secretarial and legal advice to the Syndicate.
- 3.6 The Syndicate Manager will keep a register of Owners which contains their names and addresses and the number of Shares held by each Owner, the date on which the Owner was entered in the register and the date on which any person ceased to be an Owner. In the event of a Share being owned by more than one person, the Syndicate Manager shall be entitled to require the owners of such Share to register their own Syndicate with a Lead Regulator and to own the Share in the name of such Syndicate.
- 3.7 The Syndicate Manager will, upon being requested by an Owner to do so, (at the cost of the Owners making the request) provide an Information Memorandum for the purpose of enabling the Owner to undertake the sale of a Share.
- 3.8 The Syndicate Manager will:
  - (a) allow ASIC and or Lead Regulator access to inspect all the records of the Syndicate, including but not limited to the share register, transfer journal, secretarial and financial statements;
  - (b) provide to ASIC and or Lead Regulator all information requested in relation to the Syndicate;
  - (c) If requested to do so, lodge with ASIC and or Lead Regulator a copy of all documentation forwarded to Owners relating to the financial position, performance and auditing of the Syndicate.
- 3.9 The Syndicate Manager will be entitled to be reimbursed for the money paid to the Racing Manager, secretarial, legal, bookkeeping and accounting services provided, insurance costs, travel and accommodation expenses incurred, in relation to the Syndicate business
- 3.10 In the event of either the sale of the COLT or any ownership interest in the COLT, or the sale of Shares by any of the Owners, a Commission of five percent (5%) will be applicable to the Syndicate Manager.
- 3.11 Pursuant to clause 3.10, should the sale of the COLT or any ownership interest in the COLT, or the sale of Shares by any of the Owners, an additional Commission of five percent (5%) will be applicable to the Trainer.
- 3.12 In the event the COLT, is a commercial stallion prospect the Syndicate Manager is appointed as Exclusive Agent to sell the horse on behalf of the owners, and clause 3.10 will be applicable should a successful sale take place and upon the COLT retiring to stud for commercial stud duties, the Syndicate Manager shall be entitled to one (1) free 'lifetime' Stallion Breeding Right in addition to any commission payable.
- 3.13 Pursuant to clause 3.12 should the COLT retire to stud for commercial stud duties, the Syndicate Manager shall be entitled to a Commission of five percent (5%) and the Trainer shall be entitled to a Commission of five percent (5%) together with one (1) free 'lifetime' Stallion Breeding Right.
- 3.14 Across all standard grade racing, Owners receive 100% of prize money per their shareholding. The Syndicate Manager will receive a five percent (5%) performance bonus only when COLT wins in a Listed, Group 3, 2 or 1 race. This includes all races with above advertised prize pool of \$150,000. For e.g. – The Everest, The Golden Eagle, The Kosciusko etc.

3.15 The COLT will race in the Monarch Bloodstock Pty Ltd racing silks of White with Deep Navy Epaulettes, with logo on sides. Deep Navy Armbands, with white logo inside. White Cap with Deep Navy Stripes.

#### **4 RACING MANAGER**

4.1 The Racing Manager shall manage all aspects of the racing career of the COLT upon the terms and conditions of this Deed.

4.2 For so long as the COLT continues to race, the Racing Manager shall ensure proper and skilful management and control of the COLT in accordance with the normal standards for the racing of thoroughbred racing horses.

4.3 The Racing Manager shall appoint a licensed trainer to train the COLT and prepare the COLT for racing. The Racing Manager shall have sole responsibility for determining the appointment of the licensed trainer throughout the entire racing career of the COLT.

4.4 The Racing Manager shall report to the Syndicate Manager and the Owners any facts and circumstances known to him which may have a material effect on the health or well-being of the COLT or which may give rise to a claim under any insurance policy.

4.5 In the case of the COLT being an entire, the Racing Manager shall ensure that the COLT is not gelded without the authority and consent of the Syndicate Manager and the Owners (consent being by an Extraordinary Resolution of the Owners). The Racing Manager after consulting with the Owners may sign the "Consent for Surgery" on behalf of the Syndicate.

#### **5 COMPLIANCE WITH RULES OF RACING**

5.1 The Racing Manager, Syndicate Manager and the Owners shall at all times comply with the Rules of Racing relevant to the territory in which the COLT is racing.

#### **6 TRANSFER OF SHARES**

6.1 Notwithstanding anything contained in this Deed any transfer, sale or other disposal of a Share shall be conditional upon:

- (a) the transferee of the relevant interest in the COLT being capable of being, or being, registered as an owner under the Australian Rules of Racing;
- (b) the transferee receiving from the Syndicate Manager an Information Memorandum detailing the essential features of the Syndicate;
- (c) the transferee of the Share entering into a Deed of Covenant in favour of the Syndicate Manager, the Racing Manager and the Owners pursuant to which the transferee shall covenant to be bound by the terms of this Deed as if it were an original party hereto.

6.2 Subject to clauses 6.1, 6.3 and 6.4 all Shares shall be capable of sale, transfer or other disposal by the Owner thereof to any person with the approval of the Syndicate Manager and the Owners and such approval shall not be unreasonably withheld.

6.3 Notwithstanding anything contained in clause 6.2 but subject to clause 6.1 the approval of the Syndicate Manager and the Owners may not be required for the, sale and transfer or other disposal of a Share:

- (a) to another person who is already an Owner of a Share or otherwise party to this Deed;
- (b) for the purpose of transmitting the Share to a legal personal representative of a deceased Owner;

- (c) by the legal personal representative of a deceased Owner to the heir or beneficiary of the estate of a deceased Owner;
- (d) to the spouse or child of an Owner, or family trust or company controlled by the Owner, spouse or children;
- (e) to any person whom all the Owners have previously approved of in writing;
- (f) to the purchaser of that Share pursuant to clause 6.4(d); and
- (g) by the Syndicate Manager until 6 months after date of PDS approval (*The end of the subscription period*).

#### 6.4

- (a) If at any time an Owner wishes to transfer his Share or Shares ("the proposing transferor") to any person other than a person referred to in paragraphs (a) to (e) both inclusive of clause 6.3, the Owner shall give notice in writing to the Syndicate Manager that he desires to transfer the Share or Shares in the COLT.
- (b) The Syndicate Manager shall offer the Shares specified for sale to the Owners.
- (c) If the number of acceptances for the Share or Shares comprised exceeds the number of such Share or Shares offered for sale and in the absolute opinion of the Syndicate Manager (whose decision shall be final) no agreement can be reached between the Owners, the Syndicate Manager shall make such provision as he thinks fit for the settlement of any difficulties which may arise in regard to the transfer of such Share or Shares to an intending purchaser and may conduct a ballot in such manner as the Syndicate Manager determines, to decide who shall be the successful purchaser.
- (d) If no purchaser for a Share specified is found, the proposing transferor may then:
  - (i) sell their share to someone within their network and provide Monarch Bloodstock Pty Ltd completed 'transfer of ownership' documentation to be submitted to Racing Australia. Monarch Bloodstock will submit signed documents for transfer to be completed. The Seller is responsible for any charges from Racing Australia associated with the transfer. Payment of the share purchase is handled privately between existing and incoming owner; or
  - (ii) Monarch Bloodstock Pty Ltd will manage the sale of the share and all associated paperwork. An administration fee of \$250.00 will be charged for this facilitation, plus any fees associated with sale entry and any charges from Racing Australia for the ownership transfer. [NOTE: Racing Australia currently charges a \$118.00 fee for all ownership changes.]

6.5 A transferor of a Share shall remain liable for all obligations and liabilities attributable to that Share to the date of the transferee signing the Transfer a transferee shall be liable for all obligations and liabilities attributable to the Share from that date whether arising before or after his registration as Owner.

6.6 The Promoter has the right to sell any shares retained by the Promoter during the life of racing syndicate.

## **7 OFFERS TO PURCHASE**

7.1 Notwithstanding Clause 6, upon receipt of any offer by the Syndicate Manager from a prospective purchaser of any proprietary interest in the horse, the Syndicate Manager shall advise in writing to each of the Owners the terms of the offer and the Owners shall advise the Syndicate Manager in writing if they accept or decline the offer made within 72 hours of receipt of the notice of offer.

- 7.2 The Owners agree that they each hold their proprietary interest in the COLT severally, not joint, but notwithstanding such the Owners further agree that they are bound by acceptance of any such offer by the Syndicate Manager and other Owners (acceptance being by an Extraordinary Resolution of the Owners).
- 7.3 On the acceptance of the offer each Owner undertakes to perform any act required of them by the Syndicate Manager to have the sale implemented and completed.
- 7.4 For clarity, the minority are bound by the decision by those Owners holding in aggregate 60% or more of the COLT's proprietorship to accept the offer to purchase all or part of the COLT which may result in the sale of all of the Owners' interest or a proportional share of the Owners' interest.

## **8 NAMING THE HORSE**

All owners within the horse regardless of the amount you own will have the opportunity to submit three (3) name suggestions. Once all names are collated, we put the time in to make sure which ones are available for selection. Once the list is cut down, it will be time to vote. We use a points system regardless of your shareholding; each shareholder will have four (4) points, they will submit three (3) points towards their first selection and one (1) point to their second selection. Please note a name can be rejected by Racing Australia regardless of if it is advertised as available. We will submit the top three (3) name choices.

Please check naming availabilities through <http://www.racingnsw.com.au/default.aspx?s=search>

## **9 COMPLAINTS**

- 9.1 The Syndicate Manager, Racing Manager and Owners agree that all internal complaints will be dealt with in accordance with the complaints handling guidelines Australian Standard AS ISO 10002-2014 and Stable Connect Complaints Management Policy, which can be found at [www.stableconnect.com.au](http://www.stableconnect.com.au).
- 9.2 If a complaint regarding either the operation of the Syndicate, the conduct of the Syndicate Manager or the Racing Manager, including the amount of any fees, expenses or levies charged under this Deed, is received from an Owner, wither verbally or in writing, then the Syndicate Manager:
- (a) shall pass on the complaint to the Complaints Officer at Stable Connect having acknowledged the complaint in writing within twenty-four (24) hours of receipt of the complaint;
  - (b) must ensure the complaint is given proper consideration;
  - (c) must act in good faith to correct any problem identified by the complaint as far as possible without adversely affecting the rights of third parties;
  - (d) may, through the Stable Connect Complaints Officer, provide any of the following remedies:
    - (i) an explanation of the circumstances giving rise to the complaint;
    - (ii) an apology; or
    - (iii) compensation for any loss suffered by the complainant directly as a result of the conduct of the Syndicate Manager and or the Racing Manager identified by the complainant.
  - (e) must communicate with the complainant within thirty (30) days of receipt of the complaint:
    - (i) the determination in relation to the complaint;
    - (ii) the remedies (if any) available to the complainant; and

- (iii) information regarding further avenues of complaint including, subject to agreement between the parties, independent arbitration of the dispute.

9.3 If a complaint regarding the operation of the Syndicate by the Syndicate Manager is received from an Owner, then the Syndicate Manager shall inform the complainant that the complainant may be entitled to have the matter determined by conciliation or arbitration by AFCA should the complainant not agree with the proposed resolution communicated.

## **10 DEFAULT**

10.1 If an Owner ("Defaulting Party"):

- (a) defaults in the performance of his obligations under this Deed and such default is not remedied within 14 days of being given written notice of such default by the Syndicate Manager; or
- (b) is an insolvent under administration as defined in the Corporations Act or if a corporate goes into liquidation, receivership or has an administrator or a controller appointed;

then the Defaulting Party shall not until such time as default is rectified be entitled to exercise any of the rights conferred on the Owner by this Deed (including without limiting the generality of the foregoing the rights specified in clause 2.2 and the right to attend or vote at the Owners' meetings) and the Owners may by Resolution require the Defaulting Party in relation to his Shares to sell to them (in proportion to the Shares held by them or on such other basis as the Resolution shall authorise) all such Shares by giving written notice to the Defaulting Party.

10.2 The purchase price for the Shares of the Defaulting Party shall be the value of the Defaulting Party's Shares as determined by a recognised bloodstock valuer nominated by the Syndicate Manager.

10.3 The purchase and sale of the Shares of the Defaulting Party shall be effected as soon as practicable after the price has been determined and the Syndicate Manager shall execute as trustee of the Defaulting Party all such documents and do all things as are necessary to complete such purchase and sale. For the purpose only of effecting a sale in consequence of default, the Owner in default in consideration of these presents hereby nominates, constitutes and appoints the Syndicate Manager his attorney under power to execute and do all such instruments and things as shall be necessary to sell, convey and assure a buyer the Share or Shares so sold.

10.4 The rights conferred by clause 10.1 shall not prejudice any other rights which the Syndicate Manager or a party to this Deed may have against the Defaulting Party.

10.5 The Defaulting Party shall be entitled to receive any proceeds from the sale of Shares by the Syndicate Manager not required to be applied by the Syndicate Manager in rectifying the default of the Defaulting Party under the terms of this Deed.

## **11 TERMINATION OF THIS DEED**

11.1 This Deed (as it may be amended from time to time) shall have full force and effect until:

- (a) the COLT dies;
- (b) is retired from racing;
- (c) is sold; or
- (d) the Syndicate Manager applies to and obtains a direction by order of a court for the winding-up of the Syndicate.

whichever shall occur first.

- 11.2 The COLT shall only be retired from racing, sold, or otherwise disposed of pursuant to and in accordance with the terms of an Extraordinary Resolution of the Owners.
- 11.3 On termination of this Deed all assets of the Syndicate shall be sold and the funds paid to the Owners in proportion to the number of shares held with any Trophy held by the Syndicate Manager to remain the property of the Syndicate Manager.
- 11.4 All rights and obligations which have accrued prior to the date of termination shall not be affected or prejudiced by termination.

## **12 INDEMNITIES**

- 12.1 The Owners acknowledge that liabilities incurred by the Syndicate Manager and the Racing Manager in the course of complying with the terms of this Deed are to be borne by the Owners and paid accordingly.
- 12.2 The Owners hereby acknowledge that as between themselves all expenses and liabilities incurred under or as a consequence of being parties to this Deed are to be borne by them *pari passu* to the number of Shares held. Each Owner covenants with every other Owner to indemnify and keep indemnified such other Owners against all expenses and liabilities to the extent that such expenses and liabilities are borne otherwise than in the proportions stated in this Deed provided nothing in this clause requires any Owner to indemnify any other Owner in respect of expenses and liabilities incurred as a result of a particular Owner's negligence, breach or default under this Deed or contravention of any statute.
- 12.3 No Owner shall pledge the credit of the Syndicate nor hold himself out as acting on behalf of the other Owners and if an Owner purports to do so, the Owner shall be personally liable for any debt so created.
- 12.4 The Racing Manager shall indemnify the Syndicate Manager against all liabilities, claims, losses and expenses which may be incurred through the negligence, default, fraud or dishonesty of the Racing Manager, its employees, servants or agents in respect of the duties and obligations of the Racing Manager under this Deed.
- 12.5 The Syndicate Manager and the Racing Manager agree that:
- (a) the Syndicate Manager shall remain liable to the Owners for any act or omission on the part of the Racing Manager, its employees, servants and agents as if such act or omission was an act or omission of the Syndicate Manager;
  - (b) the Syndicate Manager shall indemnify the Racing Manager from and against any liability which the Racing Manager may incur in, or which may arise from the execution of this Deed or from properly carrying out his duties or exercising his powers under this Deed or from carrying out any directions given by the Syndicate Manager and from and against all losses which may be incurred through neglect or fraud on the part of the Syndicate Manager, his employees, servants and agents; and
  - (c) the Syndicate Manager shall not be liable for any act or omission on the part of the Racing Manager, his employees, servants and agents, and the Racing Manager shall be liable to indemnify the Syndicate Manager against any loss or MISS STRATOPHONICage that the Syndicate Manager suffers, if any such act or omission involved the negligence, default, fraud or dishonesty of the Racing Manager, his employees, servants or agents.

## **13 NO REPRESENTATION**

- 13.1 Each Owner acknowledges that no representation or warranty has been made by any party to this Deed in respect of either:

- (a) the soundness or racing ability of the COLT or the subsequent suitability of the COLT for breeding or otherwise; or
- (b) the reliability or adequacy of any insurance cover arranged on behalf of the Owners.

**14 GOVERNING LAW**

14.1 The law governing the terms of this Deed is the law of New South Wales and the forum for all disputes shall be the Courts of New South Wales to whose jurisdiction the parties unconditionally submit and agree to confine themselves.

**15 AMENDMENT**

15.1 The provisions of this Deed may only be amended with by an Extraordinary Resolution of the Owners, however, no amendment shall be made which adversely affects the right of an Owner to share prize money and bonuses from racing the COLT or the right of an Owner to share in the proceeds of the sale of the COLT.

**16 EXECUTION**

16.1 It shall be sufficient for an Owner to become a party to this Deed by executing Schedule 1 of this Deed and forwarding such a Schedule to the Syndicate Manager and such an executed Schedule may be taken as evidence of the execution of this Deed by each Owner so executing and forwarding such a Schedule. Each Owner must sign and forward such a Schedule to the Syndicate Manager immediately upon becoming entitled to be registered as an Owner.

**Executed as a deed.**

Executed by MONARCH BLOODSTOCK )  
 PTY LTD A.C.N 665 353 248 in )  
 accordance with section 127 of the )  
*Corporations Act 2001*: )

.....  
 Director/Company Secretary

.....  
 Director

.....  
 Name of Director/Company Secretary  
 (BLOCK LETTERS)

.....  
 Name of Director  
 (BLOCK LETTERS)

Signed by JASON DAVID MICALLEF )  
 in the presence of )

.....

.....  
 Signature of Witness

.....  
 Name of Witness  
 (BLOCK LETTERS)



## Financial Services Guide

### Purpose of this Financial Services Guide (FSG)

The promotion of horse racing schemes is a financial service regulated by the Corporations Act and requires Stable Connect Limited as the holder of an Australian Financial Services Licence (“Licence”), to provide you with this Financial Services Guide (“FSG”) prior to promoting an interest in a horse racing scheme to you. This FSG is intended to inform you of certain basic matters relating to the services that we may provide to you. After reading this FSG, you will know:

- Who we are and how to contact us
- What financial services can be provided to you and how these services will be provided to you
- How we (and any other relevant persons) may be remunerated
- How to access our internal and external complaints handling arrangements

It is intended that this FSG should assist you in determining whether to utilise any of the financial services that we are authorised to provide.

This FSG contains general information only and specific information relating to the horse racing schemes promoted by us is contained in the Product Disclosure Statement for each scheme which is available on request.

### About Stable Connect and its Authorised Representatives

Stable Connect Limited (ABN 13 135 494 647) (“Stable Connect”) is an Australian Financial Services Licensee, Licence No 336964.

Stable Connects’ Head Office is located at  
Level 10, IBM Building, 60 City Road, SOUTHBANK VIC 3006  
Ph: (03) 9629 3023  
Fax: (03) 9629 3041  
Email: [info@stableconnect.com.au](mailto:info@stableconnect.com.au)  
Website: [www.stableconnect.com.au](http://www.stableconnect.com.au)

Stable Connect appoints Authorised Representatives to act on its behalf for the provision of authorised financial services. Monarch Bloodstock Pty Ltd is an Authorised Representative of Stable Connect. Stable Connect is therefore responsible for the financial services provided by it and its Authorised Representatives. Details of Monarch Bloodstock Pty Ltd are set out in the attached “Authorised Representatives Profile”. The Authorised Representatives Profile forms part of this FSG and they should be read together.

## What financial services are we authorised to provide?

Stable Connect can offer financial services that include the following areas:

- Issue of interests in horse racing schemes. To obtain an interest in a horse racing scheme you need to obtain from Stable Connect or its Authorised Representatives a Product Disclosure Statement in relation to the relevant horse and complete the purchaser's acknowledgement and application
- General advice in relation to horse racing schemes. Stable Connect and its Authorised Representatives are not authorised to provide personal advice (being advice that takes into account a person's objectives, financial situation and needs) in relation to horse racing schemes.

## How are we paid and how will you pay for the service?

There is no charge for general advice given to you by Stable Connect and its Authorised Representatives relating to the acquisition of an interest in a horse racing scheme. If you do choose to invest in one of Stable Connect's horse racing schemes you will be required to pay the purchase price for your relevant interest in that scheme. The purchase price for an interest varies according to the particular horse that is the subject of a racing scheme and the number of participants in that scheme. The Product Disclosure Statements for Stable Connect's relevant syndicated horses contain details of the purchase price.

As stated above Stable Connect and its Authorised Representatives do not charge for giving general advice in relation to horse racing schemes. In relation to the interest in a horse racing scheme, the purchase price that you pay Stable Connect or its Authorised Representatives represents a proportion (based on the number of participants in the scheme) of the acquisition costs for that horse, the costs of promotion (a breakdown of these costs is contained in the Product Disclosure Statement for each syndicated horse) and in some cases a margin.

## Is an interest in a horse racing syndicate an investment suitable to my needs and financial circumstances?

As stated above, Stable Connect and its Authorised Representatives give general advice only and do not give personal advice that takes into account an investor's objectives, financial situation and needs.

A horse racing syndicate is a speculative investment with its own risks and each investor should obtain their own independent advice as to the suitability of such an investment for them. A copy of the Product Disclosure Statement for each horse racing scheme containing important details about that scheme is available to you on request and we suggest you study it prior to making any decision to invest.

## How can you access Stable Connect's complaints handling arrangements?

Stable Connect is a member of the Australian Financial Complaints Authority (AFCA).

If you have a complaint about either the advice that Stable Connect or its Authorised Representatives has given you or about an interest in a horse racing scheme that you have acquired from us, you should take the following action:

1. Speak to the Authorised Representative in the attached profile about your concerns, or
2. Contact us on 03 9629 3023 and ask to speak to our Professional Standards Manager.

If after speaking to the Authorised Representative or our Compliance Officer, your complaint is not resolved within five (5) days, please put your complaint in writing and send it to us, addressed to:

Professional Standards Manager,  
Stable Connect Limited  
Level 10 IBM Building  
60 City Road  
Southbank Vic 3006

Whilst every endeavour will be made to resolve the matter promptly and impartially, if you are not satisfied with how your complaint is dealt with, you can elect to refer the matter, free of charge, to the AFCA. AFCA can be contacted on 1300 931 678. You can also write to them at:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Fax: 03 9613 6399  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

## Professional Indemnity Insurance

Stable Connect is required to have adequate Professional Indemnity Insurance in place to cover us and our Authorised Representatives for liability arising from the financial services we provide. Stable Connect obtained Professional Indemnity Insurance from Dual Australia Pty Ltd on 20 August 2009 which is renewed annually. The policy incorporates cover for all current and past employees of the promoter associated with this promotion at the time of registration.

## Authorised Representatives Profile

This Authorised Representatives Profile is part of the Stable Connect Ltd (Stable Connect) Financial Services Guide (FSG) and should be read in conjunction with this document.

### Who is the Authorised Representative?

The Authorised Representative entity is Monarch Bloodstock Pty Ltd,  
ACN 665 353 248 Authorised Representative number 001303707.

Business Address: 10 Bundanoon Rd,  
WILTON NSW 2571  
Telephone: (+61) 430 170 333  
Email: jason@monarchrs.com.au

And the individual adviser appointed by this company to provide the service is:

Jason Micallef, Authorised Representative No 001303708

## What kinds of financial products and services can Monarch Bloodstock Pty Ltd provide?

Monarch Bloodstock Pty Ltd and its Authorised Representative have been authorised to:

- Provide general advice in relation to horse racing schemes.
- Issue interests in horse racing schemes